Box 36

(2)

This instrument was
prepared by:

Truong Nguyen, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, P. A.
450 South Orange Avenue, Suite 800
Orlando, Florida 32801

Davidson County DEEDWARR
Recvd: 09/27/01 14:31 5pgs
Fees:28.00 Taxes:9250.00
20010927-0104763

Address of New Owner:	Send Tax Bill to:	Map-Parcel No.
BELLEVUE PLACE ASSOCIATES, G.P 201 Summit View Drive, Suite 110 Brentwood, Tennessee 37027	Same Address	142-215

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of the 27th day of September, 2001, by W XI/SMC REAL ESTATE LLC, a Delaware limited liability company, by RE-STORES, INC., a Maryland corporation, its manager, whose address is 450 South Orange Avenue, Suite 900, Orlando, Florida 32801 (hereinafter referred to as the "Grantor") to BELLEVUE PLACE ASSOCIATES, G.P., a Georgia general partnership, whose address is 201 Summit View Drive, Suite 110, Brentwood, Tennessee 37027 (hereinafter referred to as the "Grantee");

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Davidson County, Tennessee more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Subject Property");

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 2001 and thereafter, and the following easements and restrictions, the reference to which shall not operate to reimpose the same:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kella Schaible
Print Name: Kella Schaible

Linda S. Girard
Print Name: LINDA S. GIRARD

W XI/SMC REAL ESTATE LLC,
a Delaware limited liability company

By: RE-Stores, Inc., a Maryland corporation, its Manager

By: K B. Habicht
Name: Kevin B. Habicht
Title: Executive Vice President

Address:
450 South Orange Avenue, Suite 900
Orlando, Florida 32801

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of September, 2001 by Kevin B. Habicht, as Executive Vice President of RE-STORES, INC., a Maryland corporation, as manager of W XI/SMC REAL ESTATE LLC, a Delaware limited liability company, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Kella Schaible
MY COMMISSION # CC988149 EXPIRES
March 11, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Kella Schaible
Notary Public Signature

Kella Schaible
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The actual consideration or value, whichever is greater, for this transfer is $2,500,000.00.

K B. Habicht
Kevin B. Habicht, Affiant
as Executive Vice President of RE-Stores, Inc., the Manager of W XI/SMC Real Estate LLC, Grantor

Subscribed and sworn to before me this 20th day of September, 2001.
My commission expires: 3/11/05

Kella Schaible
Notary Public

Kella Schaible
MY COMMISSION # CC988149 EXPIRES
March 11, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land in the Second, formerly the Ninth, Civil District of Davidson County, Tennessee, being Map 142 Parcel 215 Bellevue Shopping Center, Phase II (a planned unit development), as of record in Plat Book 7900, page 267, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Service Merchandise Company, Inc. by deed from Robert P. Thomas, Trustee, with full power to sell, mortgage, transfer, and convey without joinder of any beneficiary of record in Book 5228, page 278, Register's Office for Davidson County, Tennessee.

Also included with this conveyance are Grantors rights in and to the following:

Perpetual easements for ingress and egress and for utilities set forth in the Joint Access and Utility Agreement recorded at Book 8293, Page 3; as amended in Book 8323, Page 82; Book 8323, Page 100 and Book 8323, Page 106.

Perpetual easements for use of common areas, for access, ingress and egress to the adjoining public road and for utilities set forth in the Reciprocal Easement and Development Agreement recorded in Book 5364, Page 790 as amended by the instrument recorded at Book 5579, Page 493.

Sanitary sewer easement set forth in the instrument recorded at Book 8297, Page 112.

Being the same property conveyed to W XI/SMC Real Estate LLC, a Delaware limited liability company, by Special Warranty Deed from Service Merchandise Company, Inc., a Tennessee corporation, of record in Book 11654, page 229, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

1. Metropolitan Nashville/Davidson County Taxes for the year 2002 and subsequent years.

2. All matters as shown on the Plat of record in Instrument No. 20010921-0102676, Register's Office for Davidson County, Tennessee.

3. Terms and conditions of Joint Access and Utility Agreement of record in Book 8293, page 3, as amended in Book 8323, page 82, Book 8323, page 100, and Accessway Agreement of record in Book 8323, page 106, Register's Office for Davidson County, Tennessee.

4. Terms and conditions of Reciprocal Easement and Development Agreement of record in Book 5364, page 790, as amended in Book 5579, page 493, Register's Office for Davidson County, Tennessee.

5. Terms and conditions of Sanitary Sewer Easement set forth in instrument of record in Book 8297, page 112, Register's Office for Davidson County, Tennessee.

6. Terms and conditions of Ground Lease, Declaration of Easements, Covenants and Restrictions of record in Book 8323, page 111, Register's Office for Davidson County, Tennessee.

7. Riparian rights of others incident to premises as a result of the flow of Flat Creek and of the Harpeth River.

8. Subject to common access easement as shown on plat of record in Plat Book 5200, page 155, Register's Office for Davidson County, Tennessee.

9. Easement granted to State of Tennessee of record in Book 7919, page 743, Register's Office for Davidson County, Tennessee.

10. Perpetual easements, construction easements and drainage easements as described in the Final Judgment and Decree entered in Civil Action Nos. C-731, in the Circuit Court for Davidson County, Tennessee.

11. Any matter which may be shown by a current survey.